

# EXHIBIT 13

## ANNOTATED POLICY CLAUSES 15

“Licensing Call” means a [written] request from an SDO to one or more Participants to submit a Licensing Statement.

“Licensing Commitment” means a Participant’s commitment to grant a license under Essential Claims on terms specified in Section IV.A.

“Licensing Statement” means a written statement submitted by a Participant to an SDO [in the form required by this Policy] **[1]** that describes the terms, if any, under which such Participant [commits to] [is willing to][hereby does] **[2]** license Essential Claims [listed or identified in \_\_\_\_].

It should be noted that a Licensing Call is distinguished from a “call for patent disclosures.” See Section III.B.2[6] and B.3[5]. For additional commentary, see Section IV.C.2.c.

A Licensing Commitment contains a description of the terms (such as “reasonable and nondiscriminatory” license terms) that a Participant agrees to offer to all Implementers of a Standard under the Participant’s Essential Claims.

As described in Section IV, a Licensing Commitment may arise as a condition of participation in an SDO, or may be voluntarily undertaken by a Participant when making a Licensing Statement. The Licensing Commitment is not an actual license, but an agreement to make a license available upon request. A willingness to license can be communicated as a Licensing Commitment in a Licensing Statement (see definition of “Licensing Statement” below).

As described in Section IV.C, some SDOs may require that a Participant disclose its position regarding licensing of Essential Claims at specified times during the standards development process.

**[1]** This phrase should be included if a specified form of Licensing Statement is required. See Section IV.C.3 below.

**[2]** The choice between “commits to,” “is willing to,” or “hereby does” is one of the crucial choices to be made with respect to Licensing Statements. If a Participant “commits to” (or “hereby does”) license Essential Claims on terms (such as RAND) specified in the Licensing Statement, then that commitment is likely to have legal force, and Implementers will have greater certainty regarding the terms or nature of the terms that will be offered when they implement Standards covered by the Participant’s Essential Claims. This commitment is essentially a “Licensing Commitment.” Making this commitment, however, is a serious matter for Participants, and may be difficult for Participants that wish to retain flexibility in their licensing programs.

## 22 STANDARDS DEVELOPMENT PATENT POLICY MANUAL

“Policy” means this [Intellectual Property Rights/Patent] Policy.

“RAND” means “reasonable and nondiscriminatory” license terms and conditions.

SDOs may have a complete intellectual property rights (IPR) policy that includes a patent policy or a stand-alone patent policy.

Many Licensing Commitments require that the Patent Holder be willing to grant or agree to offer licenses that contain RAND terms and conditions. (Some SDOs may refer to RAND “terms,” which is generally understood to mean “terms and conditions”). There is not a precise legal definition of RAND. It is generally understood, however, that RAND licenses may be royalty-bearing or may include other reasonable fees.

RAND licenses may include other terms and conditions in addition to royalty and fee terms. These, too, must be reasonable. However, an SDO may wish to permit or prohibit specific terms and conditions in RAND licenses as described in detail in Section IV.A.

“Nondiscriminatory” signifies that the licensor must not refuse to license different parties who are similarly situated on materially similar terms. Typically the “nondiscriminatory” requirement is satisfied if a Patent Holder is willing to offer one version of the license to any and all Implementers. However, given that different Implementers may want different license scopes or have different consideration to offer in return, “nondiscriminatory” does not mean that the terms of all licenses offered or granted must be identical.

As with any licensing negotiation, licensors and licensees do not always agree on the reasonableness of the terms offered or requested. A RAND commitment means that the Patent Holder must grant or offer a license under its Essential Claims on terms and conditions that are reasonable and nondiscriminatory.

Other common variants of RAND include:

“*Fair, Reasonable and Nondiscriminatory*” (*FRAND*). This formulation is used primarily in Europe. Despite the addition of the word “fair,” most commentators agree that there is no discernible legal distinction between *FRAND* and RAND requirements. In addition, at the Global Standards Collaboration, it was agreed that the terms *FRAND* and RAND reflected the same concept across the continents and the